

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POWER PAC ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

A. The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:

1. With respect to Business Income and Extra Expense, the time frame referenced in Paragraph **A.3.c.(2)(b)** is increased from sixty consecutive days to ninety consecutive days.
2. The limit applicable to the **Additional Coverage – Claim Data Expense** is increased from \$5,000 to \$10,000.
3. The limit applicable to the **Additional Coverage – Newly Acquired or Constructed Property** for Business Personal Property is increased from \$250,000 to \$500,000.
4. The limit applicable to the **Additional Coverage – Outdoor Trees, Shrubs, Plants and Lawns** is increased from \$3,000 to \$5,000.
5. With respect to the **Additional Coverage – Ordinance or Law**, coverage is extended to include tenant's improvements and betterments as described in Paragraph **A.1.b.(3)** if:
 - a. You are a tenant; and
 - b. A Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises.
6. The following **Additional Coverages** are added:
 - a. **Brands or Labels**
If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:
 - (1) Stamp the word "Salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (2) Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs **(1)** and **(2)** above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

b. Identity Fraud Expense

- (1)** We will pay for Expenses incurred by an Insured Person as a direct result of any one Identity Fraud first discovered or learned of by such Insured Person during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an Insured Person, is considered to be one Identity Fraud, even if a series of acts continues into a subsequent policy period.

- (2)** With respect to this Additional Coverage:

(a) Expenses means:

- (i)** Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- (ii)** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- (iii)** Lost income resulting from:
 - a) Time taken off work to complete fraud affidavits; or

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- b) Meeting with or talking to law enforcement agencies, credit agencies or legal counsel;
up to a total payment of \$5000, subject to a maximum of \$200 per day;
- (iv) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- (v) Reasonable attorney fees to:
 - a) Defend lawsuits brought against an Insured Person by merchants, financial institutions or their collection agencies;
 - b) Remove any criminal or civil judgments wrongly entered against an Insured Person; or
 - c) Challenge the accuracy or completeness of any information in a consumer credit report;
- (vi) Charges for long distance telephone calls to:
 - a) Merchants;
 - b) Law enforcement agencies;
 - c) Financial institutions or similar credit grantors; or
 - d) Credit agencies; or
- (vii) Reasonable fees for professional financial advice or professional credit advice.
- (b) Identity Fraud means:
The act of knowingly transferring or using, without lawful authority, a means of identification of an Insured Person with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law; and
- (c) Insured Person means:
 - (i) For sole proprietorships;

The individual who is the sole proprietor of the Named Insured shown in the Declarations;

(ii) For partnerships;

Any individual that is a partner of the Named Insured shown in the Declarations;

(iii) For corporations or any other type of organization;

The Chief Executive Officer, and any individual who has an ownership interest of at least 20% of the Named Insured shown in the Declarations; or

(iv) For religious institutions;

The individual who is the senior pastoral "employee" of the Named Insured shown in the Declarations.

(3) The following additional exclusions apply to this Additional Coverage:

We will not pay for:

(a) Expenses incurred due to any fraudulent, dishonest or criminal act by:

(i) An Insured Person;

(ii) Any person aiding or abetting an Insured Person; or

(iii) Any authorized representative of an Insured Person;

whether acting alone or in collusion with others;

(b) Expenses incurred that are not related to the identity of an individual; or

(c) Loss other than Expenses. Account balances which arise out of fraudulent or unauthorized charges would be one example of loss other than Expenses.

(4) This Additional Coverage does not apply to Expenses otherwise covered under the Unauthorized Business Card Use Additional Coverage.

(5) Regardless of the amount of the Businessowners Property Coverage Deductible shown in the Declarations,

the most we will deduct from any claim for Expenses under this Additional Coverage for any one Identity Fraud is \$250.

- (6) The most we will pay under this Additional Coverage is \$15,000 for the sum of all covered Expenses arising out of all Identity Fraud against an Insured Person discovered during each separate 12 month period of this policy beginning with the effective date of this endorsement.

- (7) In order for coverage to be provided under this Additional Coverage, you must:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for Expenses under Identity Fraud coverage.

c. Lost Key Consequential Loss

- (1) We will pay for consequential loss to keys and locks if a master or grand master key is lost or damaged from a Covered Cause of Loss. We will pay for:

- (a) The actual cost of keys, and
- (b) Adjustment of locks to accept new keys, or
- (c) If required, new locks including cost of their installation.

- (2) Loss or damage must be caused by or result from a Covered Cause of Loss including mysterious disappearance.

- (3) The most we will pay for loss or damage under this Additional Coverage is \$500 at each described premises.

d. Unauthorized Business Card Use

We will pay for your loss of "money" or charges and costs you incur that result directly from the unauthorized use of credit, debit or charge cards issued in your business name, including:

- (1) Fund transfer cards;
- (2) Charge plates; or
- (3) Telephone cards.

The most we will pay under this Additional Coverage in any one occurrence is \$5,000.

e. Utility Services – Direct Damage

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

- (a) "Water Supply Services";
- (b) "Communication Supply Services"; or
- (c) "Power Supply Services".

- (2) The most we will pay for loss or damage under this Additional Coverage in any one occurrence is \$2,500 at each described premises.

- (3) Payments under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

7. The following Coverage Extensions are changed as follows:

- a. The limits applicable to the **Coverage Extension – Accounts Receivable** are changed as follows:

- (1) The limit applicable to records of accounts receivable while in transit or at a premises other than the described premises is increased by \$100,000.
- (2) The limit applicable to records of accounts receivable at each described premises is increased by \$100,000.

- b. The limit applicable to the **Coverage Extension – Business Income and Extra Expense From Dependent Property** is increased from \$10,000 to \$25,000.

- c. The limit applicable to the **Coverage Extension – Business Income and Extra Expense – Newly Acquired Premises** is increased from \$250,000 to \$500,000.

- d. Two of the limits applicable to the **Coverage Extension – Electronic Data Processing** are changed as follows:

- (1) The limit applicable to "Electronic Data Processing Equipment" and to

"Electronic Data Processing Data and Media" while in transit or at a premises other than the described premises is increased from \$25,000 to \$50,000.

- (2) The limit applicable to loss or damage to "Electronic Data Processing Data and Media" caused by or resulting from "electronic vandalism" is increased from \$25,000 to \$50,000.
- e. The limit applicable to the **Coverage Extension – Ordinance or Law – Increased "Period of Restoration"** is increased from \$25,000 to \$50,000.
8. The following **Coverage Extensions** are added:
 - a. **Computer Fraud**
 - (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to loss of or damage to Business Personal Property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the building at the described premises or "banking premises":
 - (a) To a person outside those premises; or
 - (b) To a place outside those premises.
 - (2) Paragraph **B.2.o.** does not apply to this Coverage Extension.
 - (3) The most we will pay under this Coverage Extension in any one occurrence is \$5,000, regardless of the number of premises involved.
 - b. **Limited Building Coverage – Tenant Obligation**
 - (1) If:
 - (a) You are a tenant;
 - (b) A Limit of Insurance is shown in the Declarations for Business Personal Property; and
 - (c) You are contractually obligated to repair or replace that part of a building you occupy as a tenant;

at the described premises, you may extend that insurance to apply to direct physical loss of or damage to that part of a building you occupy as a tenant caused by or resulting from a Covered Cause of Loss other than "theft" or attempted "theft".

- (2) This Coverage Extension does not apply to any otherwise covered:
 - (a) Building glass; or
 - (b) Tenants improvements and betterments as described in Paragraph **A.1.b.(3)**.
 - (3) The most we will pay under this Coverage Extension in any one occurrence is \$5,000 at each described premises.
- c. **Utility Services – Time Element**
 - (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the loss of Business Income or Extra Expense caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:
 - (a) "Water Supply Services";
 - (b) "Communication Supply Services"; or
 - (c) "Power Supply Services".
 - (2) We will pay the actual loss sustained from the initial time of service(s) failure at the described premises but only when the service interruption at the described premises exceeds 24 hours immediately following the direct physical loss or damage. Coverage does not apply to any reduction of income after service has been restored to your premises.
 - (3) The most we will pay for loss under this Coverage Extension in any one occurrence is \$2,500 at each described premises.